UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LYNN WHITE,

Plaintiff,

vs. Case No. 17

STANDARD INSURANCE COMPANY,

Defendant,
_____________________________________/

GREG LIEPSHUTZ (P37573)
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_____________________________________/

PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, LYNN WHITE, by her attorneys, GREG M. LIEPSHUTZ and LEVINE BENJAMIN, P.C., and for her Complaint against Defendant, STANDARD INSURANCE COMPANY, states as follows:

1. At all times, relevant hereto, Plaintiff, LYNN WHITE, is a resident of the City of Lincoln Park, County of Wayne, and State of Michigan.

2. At all times, relevant hereto, Defendant, STANDARD INSURANCE COMPANY, is a foreign insurance corporation in good standing and continuously

conducting business throughout the State of Michigan.

3. At all times, relevant hereto, Defendant, STANDARD INSURANCE COMPANY, was compensated for and provided Long-Term Disability coverage pursuant to the terms of a group employee benefits plan provided for the benefit of Plaintiff, LYNN WHITE, and other employees, by their employer.

4. The Long-Term Disability insurance policy issued by Defendant, STANDARD INSURANCE COMPANY, is a group employee benefit plan covered by and within the meaning of the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001 et seq.

5. The terms of said contract of insurance obligated Defendant, STANDARD INSURANCE COMPANY, to provide Plaintiff, LYNN WHITE, with Long-Term Disability Benefits, in the event that Plaintiff was rendered unable to work due to injury, disease or other medical condition.

6. That Plaintiff, LYNN WHITE, suffers from lupus, heart disease, chronic pain, diabetes and other conditions. As a result, Plaintiff’s conditions have made it impossible for her to work.

7. Defendant, STANDARD INSURANCE COMPANY has wrongfully denied Plaintiff disability benefits.

8. Defendant’s denial of benefits was arbitrary and capricious and was contrary to medical and other evidence that overwhelmingly supports Plaintiff’s claim of total and permanent disability. Defendant’s termination of Plaintiff’s

benefits therefore amounts to a breach of the contract for insurance.

9. Plaintiff, LYNN WHITE, has exhausted all appeals and/or reconsideration processes provided by Defendant; nevertheless, Defendant refuses to resume payment of benefits rightfully due and owing to Plaintiff.

10. Plaintiff, LYNN WHITE, is a person empowered to bring a civil action under 29 U.S.C. § 1132(a)(1)(B) to force the Defendant to comply with the Act and resume payment of Long-Term Disability benefits to Plaintiff.

11. 29 U.S.C. § 1132(a)(1)(B) reads as follows:

> (a) Persons Empowered to Bring a Civil Action
> A civil action may be brought –
>
> (1) by a participant or beneficiary –
>
> (B) to recover benefits due to him under the terms of the plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan[.]

12. As a result of Defendant's wrongful termination of disability benefits, Plaintiff, LYNN WHITE, has sustained the following damages, including, but not limited to:

(a) Loss of past, present and future income in the form of wage loss compensation benefits;

WHEREFORE, Plaintiff, LYNN WHITE, prays for Judgment in her favor and against the Defendant, STANDARD INSURANCE COMPANY, in whatever amount she is found to be entitled, in addition to costs, interest and attorney fees.

Respectfully submitted,

LEVINE BENJAMIN, P.C.

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